

Attachment to Civil Cover Sheet

Plaintiff's attorneys:

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Lucas Wohlford, email: lcwohlford@duanemorris.com
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Named Defendants:

Natural State Laboratories, LLC,
Natural State Genomics, LLC,
Stephen Harrison,
Jeffrey Weeks
Timothy Miller
Sharon Miller
Joseph Miller
Provence23, LLC, and
SB Holdings, LLC

Defendants' Attorneys:

Thomas S. Brandon, Jr., email: tbrandon@whitakerchalk.com
John Allen Chalk, email: jchalk@whitakerchalk.com
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Supplemental Civil Cover Sheet
Page 1 of 2

Supplemental Civil Cover Sheet for Cases Removed From State Court

This form must be attached to the Civil Cover Sheet at the time the case is filed in the U.S. District Clerk's Office. Additional sheets may be used as necessary.

1. State Court Information:

Please identify the court from which the case is being removed and specify the number assigned to the case in that court.

<u>Court</u>	<u>Case Number</u>
14th Judicial District Court of Dallas County, Texas	DC-21-06287

2. Style of the Case:

Please include all Plaintiff(s), Defendant(s), Intervenor(s), Counterclaimant(s), Crossclaimant(s) and Third Party Claimant(s) still remaining in the case and indicate their party type. Also, please list the attorney(s) of record for each party named and include their bar number, firm name, correct mailing address, and phone number (including area code).

<u>Party and Party Type</u>	<u>Attorney(s)</u>
Business Advisors MD, LLC -- Plaintiff	Plaintiff: Jamie R. Welton and Lucas C. Wohlford
All Defendants: Natural State Laboratories, LLC, Natural	All Defendants are represented by: Thomas S.
State Geonomics, LLC, Stephen Harrison, Jeffrey	Brandon, Jr. and John Allen Chalk
Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23, LLC and SB Holdings, LLC	

3. Jury Demand:

Was a Jury Demand made in State Court? Yes No

If "Yes," by which party and on what date?

Party

Date

Supplemental Civil Cover Sheet
Page 2 of 2

4. Answer:

Was an Answer made in State Court? Yes No

If "Yes," by which party and on what date?

<u>Defendants</u>	<u>June 17, 2021</u>
Party	Date

5. Unserved Parties:

The following parties have not been served at the time this case was removed:

<u>Party</u>	<u>Reason(s) for No Service</u>
None	N/A

6. Nonsuited, Dismissed or Terminated Parties:

Please indicate any changes from the style on the State Court papers and the reason for that change:

<u>Party</u>	<u>Reason</u>
None.	

7. Claims of the Parties:

The filing party submits the following summary of the remaining claims of each party in this litigation:

<u>Party</u>	<u>Claim(s)</u>
Plaintiff	Plaintiff has sued for breach of contract and recovery of damages and attorneys' fees. Plaintiff has also sued for Quantum Meruit and recovery of attorneys' fees.

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

BUSINESS ADVISORS MD, LLC,	§
	§
Plaintiff,	§
	§
v.	§
	§
	§
	DISTRICT COURT CASE
NATURAL STATE LABORATORIES, LLC, NATURAL STATE GENOMICS, LLC, STEPHEN HARRISON, JEFFREY WEEKS, TIMOTHY MILLER, SHARON MILLER, JOSEPH MILLER, PROVENCE23, LLC, AND SB HOLDINGS, LLC,	§
	§
	§
Defendants.	§
	§
	§
	§
	§
	§
	NO. 3:21-cv-1451

NOTICE OF REMOVAL

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Now come Defendants, Natural State Laboratories, LLC (also referred to herein as “NSL”), Natural State Genomics, LLC (also referred to herein as “NSG”), Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23, LLC, and SB Holdings, LLC (all of whom are collectively referred to herein as “Defendants”) and file this Notice of Removal pursuant to 28 U.S.C. § 1446(a), and, in support thereof, would show the Court the following:

A. INTRODUCTION

1. Plaintiff is Business Advisors MD, LLC.
2. All Defendants named in this action include: Natural State Laboratories, LLC (also referred to herein as “NSL”), Natural State Genomics, LLC (also referred

to herein as “NSG”), Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23, LLC, and SB Holdings, LLC.

3. On May 17, 2021, Plaintiff filed its lawsuit against the named Defendants suing them for claims of breach of contract (for recovery of damages and attorneys’ fees) and, in the alternative, for Quantum Meruit (for damages). The lawsuit was filed in the 14th Judicial District Court of Dallas County, Texas and was assigned the number of DC-21-06287. The service of process was prepared and issued on May 19, 2021 by the offices of the Clerk of the District Courts of Dallas County, Texas.
4. The following named Defendants: Natural State Laboratories, LLC (also referred to herein as “NSL”), Natural State Genomics, LLC (also referred to herein as “NSG”), Provence23, LLC, and SB Holdings, LLC were served with process when the Texas Secretary of State was served on May 27, 2021 on behalf of those Defendants. None of the five individually named Defendants was served with process prior to May 27, 2021. Therefore, the Defendants file this Notice of Removal within the 30-day time period required by 28 U.S.C. § 1446(b)(1).

B. BASIS FOR REMOVAL

5. Removal to this Court is proper because there is a complete diversity of citizenship between the parties. 28 U.S.C. §1332(a).

6. Plaintiff is a citizen of the State of Texas as it was created under the laws of Texas and has its principal place of business in Texas as stated in ¶ 5, page 2 of the Plaintiff's Original Petition (a copy of which is attached hereto).
7. Each and every Defendant is a citizen of the State of Arkansas. Plaintiff acknowledges this complete diversity in ¶¶ numbered 6 – 14, pages 2 – 4 of Plaintiff's Original Petition. Plaintiff acknowledges in those paragraphs that each entity Defendant was created under the laws of the State of Arkansas and maintains its principal place of business in Arkansas. Further, Plaintiff acknowledges that each of the five named individual Defendants are citizens of the State of Arkansas.
8. Additionally, the amount in controversy exceeds **\$75,000**, excluding interest and costs. 28 U.S.C. §1332(a). Specifically, the Plaintiff alleges that one Defendant, Natural State Genomics, LLC, and its owner are indebted to the Plaintiff in the amount of at least \$2,084,300.00, plus late fees. (*See*, Plaintiff's Original Petition, page 8, ¶ 38, attached hereto). In addition to the damages alleged, the Plaintiff is suing Defendants for recovery of its attorneys' fees.
9. All Defendants who have been properly joined and served join in or consent to the removal of this case to federal court. 28 U.S.C. §1446(b)(2)(A).
10. Copies of all pleadings, processes, orders, and other filings in the state-court suit are attached to this notice as required by 28 U.S.C. §1446(a).
11. Venue is proper in this district under 28 U.S.C. §1441(a) because the state court in which this has been pending is located in this district.

12. Defendant will promptly file a copy of this Notice of Removal with the clerk of the state court where the suit has been pending.

C. JURY DEMAND

13. Plaintiff did not demand a jury in the state-court suit. However, Defendants do hereby make a demand that any issue triable by right by jury be granted in this case pursuant to Rule 38 and Rule 81(c)(3)(B) of the FEDERAL RULES OF CIVIL PROCEDURE.

D. CONCLUSION

14. Defendants have timely filed this Notice of Removal. This suit qualifies for removal pursuant to 28 U.S.C. §1446(a) in that there is a complete diversity of citizenship between the Plaintiff, on the one hand, and all Defendants, on the other hand, and the amount in controversy is in excess of \$75,000.00, exclusive of interest and costs.

Wherefore, Defendants request the Court to remove the suit to the United States District Court, Northern District of Texas, Dallas Division.

Respectfully submitted,

/s/ Thomas S. Brandon, Jr.

Thomas S. Brandon, Jr.
Texas Bar No. 02881400
Email: tbrandon@whitakerchalk.com

John Allen Chalk
Texas Bar No. 04059400
Email: jchalk@whitakerchalk.com

WHITAKER CHALK SWINDEL & SCHWARTZ PLLC
301 Commerce St., Ste. 3500
Fort Worth, TX 76102
Phone: 817-878-0500
Fax: 817-878-0501

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served on counsel of record, via e-filing with the Court's CM/ECF system and via email as provided in the FED.R.CIV.PROC. on this 18th day of June, 2021, namely:

Jamie Welton, jrwelton@duanemorris.com, and
Lucas Wohlford, lwohlford@duanemorris.com

DUANE MORRIS, LLP
100 Crescent Dr., Suite 1200
Dallas, TX 75201.

/s/ Thomas S. Brandon, Jr.

Thomas S. Brandon, Jr.

CAUSE NO. DC-21-06287

BUSINESS ADVISORS MD, LLC

IN THE DISTRICT COURT OF

Plaintiff,

v.

**NATURAL STATE LABORATORIES, LLC,
NATURAL STATE GENOMICS, LLC,
STEPHEN HARRISON, JEFFREY WEEKS,
TIMOTHY MILLER, SHARON MILLER,
JOSEPH MILLER, PROVENCE23, LLC,
and SB HOLDINGS, LLC**

DALLAS COUNTY, TEXAS

Defendants.

14TH JUDICIAL DISTRICT

INDEX OF DOCUMENTS FILED IN STATE COURT

FILE DATE	DESCRIPTION
05/17/2021	Plaintiff's Original Petition
06/02/2021	Affidavit of Service – Natural State Genomics, LLC
06/02/2021	Affidavit of Service – Natural State Laboratories, LLC
06/02/2021	Affidavit of Service – Provence23, LLC
06/02/2021	Affidavit of Service – SB Holdings, LLC
06/09/2021	Return of Service – Jeffrey Weeks
06/17/2021	Defendants' Original Answer

**STATE COURT
ONLINE DOCKET**

Case Information

DC-21-06287 | BUSINESS ADVISORS MD LLC vs. NATURAL STATE LABORATORIES LLC, et al

Case Number	Court	Judicial Officer
DC-21-06287	14th District Court	MOYE', ERIC
File Date	Case Type	Case Status
05/17/2021	CNTR CNSMR COM DEBT	OPEN

Party

PLAINTIFF
BUSINESS ADVISORS MD LLC

Address
6100 W PLANO PKWY STE 3200
PLANO TX 75093

Active Attorneys▼
Lead Attorney
WELTON, JAMIE R
Retained

Attorney
WOHLFORD, LUCAS C
Retained

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Lead Attorney
BRANDON, TOM S
Retained

DEFENDANT
NATURAL STATE GENOMICS LLC

Active Attorneys▼
Lead Attorney

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BRANDON, TOM S
Retained

DEFENDANT
HARRISON, STEPHEN

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LITTLE ROCK AR 72223

Active Attorneys▼
Lead Attorney
BRANDON, TOM S
Retained

DEFENDANT
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Lead Attorney
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Retained

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Active Attorneys▼
Lead Attorney
BRANDON, TOM S
Retained

DEFENDANT

Active Attorneys▼

PROVENCE23 LLC
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LITTLE ROCK AR 72205

Lead Attorney
BRANDON, TOM S
Retained

DEFENDANT
SB HOLDINGS LLC
Address
2211 HUNTLIGH COURT
LITTLE ROCK AR 72212

Active Attorneys ▾
Lead Attorney
BRANDON, TOM S
Retained

Events and Hearings

05/17/2021 NEW CASE FILED (OCA) - CIVIL

05/17/2021 ORIGINAL PETITION ▾

ORIGINAL PETITION

05/17/2021 ISSUE CITATION ▾

ISSUE CITATION

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05/19/2021 CITATION SOS/COI/COH/HAG ▾

Served

05/27/2021

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/02/2021

Comment

SOS NATURAL STATE LABORTORIES LLC

05/19/2021 CITATION SOS/COI/COH/HAG ▾

Served

05/27/2021

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/02/2021

Comment

SOS NATURAL STATE GENOMICS LLC C

05/19/2021 CITATION SOS/COI/COH/HAG ▾

Unserved

Anticipated Server

ESERVE

Anticipated Method

Served

05/27/2021

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/02/2021
Comment
SOS PROVENCE 23 LLC

05/19/2021 CITATION SOS/COI/COH/HAG▼

Served
05/27/2021

Anticipated Server
ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/02/2021

Comment

SOS SB HOLDING LLC

05/19/2021 CITATION▼

Unserved

Anticipated Server
ESERVE

Anticipated Method

Comment

STEPHEN HARRISON

05/19/2021 CITATION▼

Served
06/07/2021

Anticipated Server
ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/09/2021

Comment

JEFFREY WEEKS

05/19/2021 CITATION▼

Unserved

Anticipated Server

ESERVE

Anticipated Method

Comment

TIMOTHY MILLER

05/19/2021 CITATION ▾

Unserved

Anticipated Server

ESERVE

Anticipated Method

Comment

SHARON MILLER

05/19/2021 CITATION ▾

Unserved

Anticipated Server

ESERVE

Anticipated Method

Comment

JOSEPH MILLER

06/02/2021 RETURN OF SERVICE ▾

EXECUTED CITATION SOS - NATURAL STATE LABORTORIES LLC

Comment

EXECUTED CITATION SOS - NATURAL STATE LABORTORIES LLC

06/02/2021 RETURN OF SERVICE ▾

EXECUTED CITATION SOS - SB HOLDINGS, LLC

Comment

EXECUTED CITATION SOS - SB HOLDINGS, LLC

06/02/2021 RETURN OF SERVICE ▾

EXECUTED CITATION SOS - NATURAL STATE GENOMICS, LLC

Comment

EXECUTED CITATION SOS - NATURAL STATE GENOMICS, LLC

06/02/2021 RETURN OF SERVICE ▾

EXECUTED CITATION SOS - SOS PROVENCE 23, LLC

Comment

EXECUTED CITATION SOS - SOS PROVENCE 23, LLC

06/09/2021 RETURN OF SERVICE ▾

EXECUTED CITATION:JEFFREY WEEKS

Comment

EXECUTED CITATION:JEFFREY WEEKS

06/17/2021 ORIGINAL ANSWER - GENERAL DENIAL ▾

ORIGINAL ANSWER

Financial

BUSINESS ADVISORS MD LLC

Total Financial Assessment	\$380.00
Total Payments and Credits	\$380.00

5/18/2021	Transaction Assessment	\$380.00
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5/18/2021	CREDIT CARD - TEXFILE (DC)	Receipt # 31053-2021- DCLK	BUSINESS ADVISORS MD LLC	(\$380.00)
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Documents

ORIGINAL PETITION

ISSUE CITATION

ISSUE CITATION

ISSUE CITATION

ISSUE CITATION

ISSUE CITATION

ISSUE CITATION COMM OF INS OR SOS

EXECUTED CITATION SOS - NATURAL STATE LABORTORIES LLC

EXECUTED CITATION SOS - SB HOLDINGS, LLC

EXECUTED CITATION SOS - NATURAL STATE GENOMICS, LLC

EXECUTED CITATION SOS - SOS PROVENCE 23, LLC

EXECUTED CITATION:JEFFREY WEEKS

ORIGINAL ANSWER

**DOCUMENTS
FILED IN
STATE COURT**

DC-21-06287
CASE NO.**BUSINESS ADVISORS MD, LLC,****IN THE DISTRICT COURT OF****Plaintiff,****§****v.****DALLAS COUNTY, TEXAS****NATURAL STATE LABORATORIES,
LLC, NATURAL STATE GENOMICS,
LLC, STEPHEN HARRISON,
JEFFREY WEEKS, TIMOTHY
MILLER, SHARON MILLER,
JOSEPH MILLER, PROVENCE23,
LLC, AND SB HOLDINGS, LLC,****§****14th****Defendants.****§****JUDICIAL DISTRICT****PLAINTIFF'S ORIGINAL PETITION**

Plaintiff Business Advisors MD, LLC (“Plaintiff” or “Business Advisors”) files this Original Petition against Defendants Natural State Laboratories, LLC, Natural State Genomics, LLC, Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23 LLC, and SB Holdings, LLC (collectively, “Defendants”).

PRELIMINARY STATEMENT

This is a commercial debt collection suit to recover in excess of \$2,000,000 pursuant to the terms of two medical billing service contracts. Defendants failed to pay the outstanding amounts owed under the contracts, and repudiated the Agreements by prematurely terminating the contracts and refusing to provide documentation necessary for Plaintiff to perform further services. The outstanding amounts owed are personally guaranteed by the owners of the contracting laboratories. Accordingly, Plaintiff brings its claims for breach of contract against the contracting laboratories and their owners for all outstanding amounts owed, in addition to late fees provided for in the contracts, attorneys’ fees, costs, and interest at the highest rate allowed by law.

DISCOVERY CONTROL PLAN

1. Pursuant to TEXAS RULE OF CIVIL PROCEDURE 190.3, discovery shall be conducted under Discovery Control Plan Level 2.

JURISDICTION & VENUE

2. Jurisdiction is proper in this Court because Defendants purposely availed themselves of the privilege of conducting business activities in Texas and have continuous and systematic business contacts with Texas. Defendants also entered into contracts performable in whole or in part in the State of Texas, and caused damages and/or created justiciable controversies in the State of Texas. Defendants also contractually agreed to the jurisdiction of the State of Texas.

3. The damages sought are within the jurisdictional limits of the Court. Pursuant to TEX. R. CIV. P. 47(c), Plaintiff seeks monetary relief over \$1,000,000.

4. Pursuant to § 15.002(a)(1) of the TEX. CIV. PRAC. & REM. CODE, venue is proper in this Court because all or a substantial part of the alleged events and omissions giving rise to Plaintiff's claims occurred in Dallas County, Texas. Defendants also contractually agreed to venue in Dallas County, Texas.

PARTIES

5. Business Advisors MD, LLC is a limited liability company organized and existing under the laws of the State of Texas with its principal place of business at 6100 West Plano Pkwy, Suite 3200, Plano, Texas 75093.

6. Natural State Laboratories, LLC ("NSL") is a limited liability company organized under the laws of the State of Arkansas with its principal place of business located at 4851 Northshore Ln, North Little Rock, AR 72118. Although NSL engaged in business in Texas, it does not maintain a regular place of business in Texas and has not designated an agent for service of

process in Texas. Accordingly, NSL may be served via the Texas Secretary of State, at 1019 Brazos Street, Austin, TX 78701, as set forth in TEX. CIV. PRAC. & REM. CODE § 17.044.

7. Natural State Genomics, LLC (“NSG”) is a limited liability company organized under the laws of the State of Arkansas with its principal place of business located at 10809 Executive Center Drive, Suite 319, Little Rock, AR 72211. Although NSG engaged in business in Texas, it does not maintain a regular place of business in Texas and has not designated an agent for service of process in Texas. Accordingly, NSG may be served via the Texas Secretary of State, at 1019 Brazos Street, Austin, TX 78701, as set forth in TEX. CIV. PRAC. & REM. CODE § 17.044.

8. Stephen Harrison is an individual and citizen of the State of Arkansas who may be served with process at 34 Margeaux Drive, Little Rock, AR 72223, or wherever he may be found.

9. Jeffrey Weeks is an individual and citizen of the State of Arkansas who may be served with process at 1535 Declaration Cove, Conway, AR 72034, or wherever he may be found.

10. Timothy Miller is an individual and citizen of the State of Arkansas who may be served with process at 38 Pamela Drive, Little Rock, AR 72227, or wherever he may be found.

11. Sharon Miller is an individual and citizen of the State of Arkansas who may be served with process at 38 Pamela Drive, Little Rock, AR 72227, or wherever she may be found.

12. Joseph Miller is an individual and citizen of the State of Arkansas who may be served with process at 38 Pamela Drive, Little Rock, AR 72227, or wherever he may be found.

13. Provence23, LLC is a limited liability company organized under the laws of the State of Arkansas with its principal place of business located at 5420 West Markham, Little Rock, AR 72205. Provence23, LLC is a member and owner of NSL. Although Provence23, LLC engaged in business in Texas, it does not maintain a regular place of business in Texas and has not designated an agent for service of process in Texas. Accordingly, Provence23, LLC may be served

via the Texas Secretary of State, at 1019 Brazos Street, Austin, TX 78701, as set forth in TEX. CIV. PRAC. & REM. CODE § 17.044

14. SB Holdings, LLC is a limited liability company organized under the laws of the State of Arkansas with its principal place of business located at 2211 Huntleigh Court, Little Rock, AR 72212. SB Holdings, LLC is the sole member and owner of NSG. Although SB Holdings, LLC engaged in business in Texas, it does not maintain a regular place of business in Texas and has not designated an agent for service of process in Texas. Accordingly, SB Holdings, LLC may be served via the Texas Secretary of State, at 1019 Brazos Street, Austin, TX 78701, as set forth in TEX. CIV. PRAC. & REM. CODE § 17.044. Seaborn Bell is the sole member of SB Holdings, LLC, and is an individual and citizen of the State of Arkansas.

FACTS

Defendants Engage Business Advisors To Perform Medical Billing And Support Services.

15. Business Advisors is a medical billing and administrative support company. Through years of experience in the medical billing and administrative support industry, Business Advisors has developed effective and efficient methods and processes for providing medical and laboratory billing, credentialing, coding, and other administrative support services to medical providers. These methods and processes enable healthcare providers and laboratories to timely and effectively bill and collect medical claims. Business Advisors employs a dedicated team of staff to service each client's account, and has earned a sterling reputation in its industry and an "A+" rating from the Better Business Bureau.

16. NSL and NSG are privately owned laboratories that perform toxicology testing, genetic testing, and molecular diagnostics for medical providers and their patients.

17. Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller and Provence23, LLC are members and owners of NSL (collectively, the “NSL Owners”).

18. SB Holdings, LLC, is the sole member and owner of NSG (the “NSG Owner”).

19. On December 6, 2019, NSL and Business Advisors entered into a Service Agreement wherein NSL agreed to pay Business Advisors to handle all medical claim processing, billing, collection, and administrative support services for NSL (the “NSL Agreement”).

20. On February 1, 2020, NSG and Business Advisors entered into a separate but substantively identical Service Agreement wherein NSG agreed to pay Business Advisors to handle all medical claim processing, billing, collection, and administrative support services for NSG (the “NSG Agreement,” and with the NSL Agreement, the “Agreements”).

21. Under the terms of the Agreements, NSL/NSG agreed to provide Business Advisors with the documentation needed to process all of their medical claims and handle billing and collections. In turn, Business Advisors agreed to enter patient demographics, process medical claims, process and submit claims to insurance companies, follow-up on rejections or denials, post insurance payments, and generate patient statements using NSL/NSG’s web-based billing system.

22. The Agreements provided for an initial term of 180-days from the date of execution. On the last calendar day of the final month of the term (the “Renewal Date”), the Agreements automatically renewed for successive 180-day periods unless Business Advisors received written notice of termination at least 60-days prior to the Renewal Date. The Agreements further provide that NSL/NSG are responsible for payment of the monthly billing fees for one month following the end of the term of the Agreements.

23. Under the terms of the Agreements, NSL/NSG agreed to pay Business Advisors 6% of monthly collections (from insurance and patients) on all medical claims. NSL/NSG also

agreed to pay Business Advisors a \$100 per day late fee on each monthly payment not received by the 10th day of the month. NSL/NSG further agreed, unconditionally, to pay Business Advisors its monthly fees through the end of the fixed term of the Agreements. Where actual monthly collection amounts were not available, NSL/NSG agreed to pay Business Advisors the average monthly fee calculated from the prior three months.

24. NSL Owners guaranteed all payments under the terms of the NSL Agreement.
25. The NSG Owner guaranteed all payments under the terms of the NSG Agreement.

Defendants Breached The Agreements And Failed To Pay The Outstanding Amounts Owed.

26. Business Advisors and NSL/NSG performed under the Agreements during the initial 180-day term and a 180-day second term.
27. Business Advisors did not receive written notice of termination of the Agreements 60-days in advance of the Renewal Date for the third 180-day term.
28. Accordingly, on January 1, 2021, the NSL Agreement automatically renewed for a third 180-day term. Pursuant to the NSL Agreement, the third term ends June 30, 2021, and NSL and the NSL Owners are responsible for payment of monthly fees through July 31, 2021.
29. On February 1, 2021, the NSG Agreement automatically renewed for a third 180-day term. Pursuant to the NSG Agreement, the third term ends July 31, 2021, and NSG and the NSG Owner are responsible for payment of monthly fees through August 30, 2021.
30. On February 22, 2021, after the Agreements had already renewed for a third term, Stephen Harrison, on behalf of NSL/NSG, emailed Business Advisors written notice to terminate the Agreements (the “Termination Notice”) purporting to terminate the Agreements effective February 28, 2021.
31. On February 24, 2021, Business Advisors acknowledged receipt of the Termination Notice, but made clear to NSL/NSG that under the terms of the Agreements, the Termination

Notice did not terminate the Agreements as of February 28, 2021, or any other arbitrary date unilaterally selected by NSL/NSG. Rather, pursuant to the Termination Notice, the Agreements would not renew for a fourth term.

32. Despite Business Advisors' response, and contrary to the terms of the Agreements, NSL/NSG thereafter stopped paying Business Advisors amounts due and owing under the Agreements, and stopped performing all of their obligations under the Agreements.

33. Specifically, NSL defaulted on its obligation to pay Business Advisors for monthly fees due and owing for April and May 2021.

34. NSG also defaulted on its obligation to pay Business Advisors for monthly fees due and owing for April and May 2021.

35. As of April 1, 2021, NSL/NSG have failed and refused to provide Business Advisors with any medical claims documentation needed in order for Business Advisors to process the medical claims and tender performance under the Agreements. Business Advisors, on numerous occasions, followed up with NSL/NSG on the same, but received no response or communication whatsoever.

36. Accordingly, on April 19, 2021, Business Advisors sent NSL/NSG written notice of their material breach of the Agreements and demand for payment and performance assurances. Business Advisors made clear that it employs a dedicated team of staff to service NSL and NSG under the Agreements in reliance on the agreed, fixed term of the Agreements. Business Advisors re-iterated to NSL/NSG that under the terms of the Agreements, NSL/NSG unconditionally agreed to pay Business Advisors through the end of the third term notwithstanding Business Advisor's inability to render services under the Agreement due solely to NSL/NSG's non-performance.

37. NSL and NSL Owners owe Business Advisors monthly fees through the end of the NSL Agreement (*i.e.*, third term) of approximately \$10,632.00, plus late fees on each outstanding monthly payment accruing at \$100/day.

38. NSG and the NSG Owner owe Business Advisors monthly fees through the end of the NSG Agreement (*i.e.*, third term) of approximately \$2,084,300.00, plus late fees on each outstanding monthly payment accruing at \$100/day.

CAUSES OF ACTION

Count I: Breach of Contract Against NSL And The NSL Owners.

39. Business Advisors hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

40. The NSL Agreement is a valid and enforceable contract.

41. Business Advisors has performed all conditions precedent, covenants, and promises required of it under the terms and conditions of the NSL Agreement, and has rendered all services and performed all labor associated with the terms of the NSL Agreement and business dealings between Business Advisors and NSL.

42. As described above, NSL breached the NSL Agreement by failing to pay Business Advisors monthly fees due and owing under the NSL Agreement. NSL further breached the NSL Agreement by failing and refusing to perform its obligations under the NSL Agreement, including, among other things, failing to pay the outstanding amounts due thereunder, repudiating the NSL Agreement, and refusing to send Business Advisors documentation for the processing of any medical claims on and after April 1, 2021.

43. On April 19, 2021, Business Advisors provided NSL written notice of its material breach of the NSL Agreement and demand for payment and performance assurances. Under the terms of the NSL Agreement, NSL unconditionally agreed to pay Business Advisors through the

end of the third term and the following month notwithstanding Business Advisor's inability to render services under the NSL Agreement due solely to NSL's wrongful repudiation and non-performance.

44. Despite Business Advisors' written notice and demand for performance assurance, NSL has failed to perform, failed to provide adequate assurance of future performance, and failed to pay Business Advisors pursuant to the terms of the NSL Agreement.

45. Similarly, the NSL Owners personally guaranteed the amounts owed to Business Advisors by NSL under the Agreement, but has failed to pay the outstanding amounts owed.

46. As a direct and proximate result of NSL's breaches and repudiation of the Agreement, Business Advisors has suffered actual damage of \$10,632.00 in monthly fees owed under the Agreement, in addition to the contractual late fees in the amount of \$100 per day, all attorneys' fees and costs incurred, and prejudgment interest on the outstanding amount owed.

47. Because Business Advisor's claims are for, among other things, services rendered, labor performed, and breach of contract, and Business Advisors has been required to retain the undersigned attorneys to prepare, file, and prosecute this suit, Business Advisors has incurred, and will further incur, costs in connection with the prosecution of this suit, including attorneys' fees and other costs. Business Advisors has presented its claim for payment. As such, Business Advisors is entitled to recover any and all reasonable attorneys' fees and costs, pursuant to CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE. Business Advisors is also entitled to recover all attorneys' fees and costs incurred to collect the outstanding amount owed pursuant to the terms of the NSL Agreement, which provides for the recovery of all attorneys' fees and costs incurred to collect the outstanding amount owed. Business Advisors also requests it be awarded all lawful pre-judgment and post-judgment interest.

Count II: Quantum Meruit Against NSL And The NSL Owners.

48. In the alternative to Count I, Business Advisors hereby incorporates the factual allegations set forth in the above paragraphs as if fully set forth herein.

49. NSL and the NSL Owners promised to pay Business Advisors for performing the services identified in the NSL Agreement for a fixed period of time. Business Advisors relied on the promise of NSL and the NSL Owners, performed the services identified in the NSL Agreement, and employed a dedicated team of staff to perform such services under the NSL Agreement with the reasonable expectation that NSL and the NSL Owners would perform their obligations under the NSL Agreement and pay Business Advisors for the services rendered and labor performed for the agreed period of time.

50. The services rendered, labor performed, and materials furnished to NSL and the NSL Owners by Business Advisors were valuable and conveyed a benefit to NSL and the NSL Owners. Business Advisors has not been compensated for the services rendered, labor performed, and materials furnished, to NSL and the NSL Owners, and has therefore been damaged. Business Advisors is entitled to recover the reasonable value of the services rendered, labor performed, and materials furnished, by Business Advisors for NSL and the NSL Owners. Business Advisors is also entitled to disgorge any profits or other unjust enrichment NSL and the NSL Owners have received from the valuable services rendered, labor performed, and materials furnished, by Business Advisors to NSL and the NSL Owners, which includes all revenue generated by NSL based in whole or in part on Business Advisors' acts. Business Advisors is entitled to recover any and all reasonable attorneys' fees and costs, pursuant to CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE. Business Advisors also requests it be awarded all lawful pre-judgment and post-judgment interest.

Count III: Breach of Contract Against NSG And The NSG Owner.

51. Business Advisors hereby incorporates the factual allegations set forth in the above paragraphs as if fully set forth herein.

52. The NSG Agreement is a valid and enforceable contract.

53. Business Advisors has performed all conditions precedent, covenants, and promises required of it under the terms and conditions of the NSG Agreement. Business Advisors rendered all services and performed all labor associated with the terms of the NSG Agreement and business dealings between Business Advisors and NSG.

54. As described above, NSG breached the NSG Agreement by failing to pay Business Advisors monthly fees due and owing under the NSG Agreement. NSG further breached the NSG Agreement by failing and refusing to perform its obligations under the NSG Agreement, including, among other things, failing to pay the outstanding amounts due thereunder, repudiating the NSG Agreement, and refusing to send Business Advisors documentation for the processing of any medical claims on and after April 1, 2021.

55. On April 19, 2021, Business Advisors provided NSG written notice of its material breach of the Agreement and demand for payment and performance assurances. Under the terms of the NSG Agreement, NSG unconditionally agreed to pay Business Advisors through the end of the third term and the following month notwithstanding Business Advisor's inability to render services under the NSG Agreement due solely to NSG's wrongful repudiation and non-performance.

56. Despite Business Advisors' written notice and demand for performance assurance, NSG has failed to perform, failed to provide adequate assurance of future performance, and failed to pay Business Advisors pursuant to the terms of the NSG Agreement.

57. Similarly, the NSG Owner personally guaranteed the amounts owed to Business Advisors by NSG under the Agreement, but has failed to pay the outstanding amounts owed.

58. As a direct and proximate result of NSG's breaches and repudiation of the Agreement, Business Advisors has suffered actual damage of \$2,084,300 in monthly fees owed under the Agreement, in addition to the contractual late fees in the amount of \$100 per day, all attorneys' fees and costs incurred, and prejudgment interest on the outstanding amount owed.

59. Because Business Advisor's claims are for, among other things, services rendered, labor performed, and breach of contract, and Business Advisors has been required to retain the undersigned attorneys to prepare, file, and prosecute this suit, Business Advisors has incurred, and will further incur, costs in connection with the prosecution of this suit, including attorneys' fees and other costs. Business Advisors has presented it claim for payment. As such, Business Advisors is entitled to recover any and all reasonable attorneys' fees and costs, pursuant to CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE. Business Advisors is also entitled to recover all attorneys' fees and costs incurred to collect the outstanding amount owed pursuant to the terms of the NSG Agreement, which provides for the recovery of all attorneys' fees and costs incurred to collect the outstanding amount owed. Business Advisors also requests it be awarded all lawful pre-judgment and post-judgment interest.

Count IV: Quantum Meruit Against NSG And The NSG Owner.

60. In the alternative to Count V, Business Advisors hereby incorporates the factual allegations set forth in the above paragraphs as if fully set forth herein.

61. NSG and the NSG Owner promised to pay Business Advisors for performing the services identified in the NSG Agreement for a fixed period of time. Business Advisors relied on the promise of NSG and the NSG Owner, performed the services identified in the NSG Agreement, and employed a dedicated team of staff to perform such services under the NSG Agreement with

the reasonable expectation that NSG and the NSG Owner would perform their obligations under the NSG Agreement and pay Business Advisors for the services rendered and labor performed for the agreed period of time.

62. The services rendered, labor performed, and materials furnished to NSG and the NSG Owner by Business Advisors were valuable and conveyed a benefit to NSG and the NSG Owner. Business Advisors has not been compensated for the services rendered, labor performed, and materials furnished, to NSG and the NSG Owner, and has therefore been damaged. Business Advisors is entitled to recover the reasonable value of the services rendered, labor performed, and materials furnished, by Business Advisors for NSG and the NSG Owner. Business Advisors is also entitled to disgorge any profits or other unjust enrichment NSG and the NSG Owner have received from the valuable services rendered, labor performed, and materials furnished, by Business Advisors to NSG and the NSG Owner, which includes all revenue generated by NSG based in whole or in part on Business Advisors' acts. Business Advisors is entitled to recover any and all reasonable attorneys' fees and costs, pursuant to CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE. Business Advisors also requests it be awarded all lawful pre-judgment and post-judgment interest.

CONDITIONS PRECEDENT

63. All conditions precedent to Business Advisors' claims for relief have been performed or have occurred.

BENCH TRIAL

64. Business Advisors hereby requests a bench trial of all issues set forth in this Petition and all issues that may hereafter arise in this action.

ATTORNEYS FEES

65. Business Advisors is entitled to recover its reasonable and necessary attorney fees under the Agreements as well as under CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that Defendants be cited to appear and answer, and that this Court enter a judgment in Plaintiff's favor and against Defendants, providing for relief, as follows:

- (1) Judgment, jointly and severally, against NSL and the NSL Owners in the amount of \$10,632.00, plus \$100 per day in late charges, and all other damages in an amount to be determined at trial;
- (2) Judgment, jointly and severally, against NSG and the NSG Owner in the amount of \$2,084,000.00, plus \$100 per day in late charges, and all other damages in an amount to be determined at trial;
- (3) Prejudgment and post-judgment interest at the highest lawful rate;
- (4) All attorneys' fees and costs allowed by law; and
- (5) Such further relief as the Court may deem appropriate and which Plaintiff may be entitled.

Respectfully submitted,

/s/ Jamie R. Welton
Jamie R. Welton
State Bar No. 24013732
Lucas C. Wohlford
State Bar No. 24070871
DUANE MORRIS, LLP
100 Crescent Court, Suite 1200
Dallas, Texas 75201
Telephone: (214) 257-7200
Facsimile: (214) 257-7201
jrwelton@duanemorris.com
lcwohlford@duanemorris.com

ATTORNEYS FOR PLAINTIFF

AFFIDAVIT OF SERVICE

State of Texas

County of Dallas

14th Judicial District Court

Case Number: DC-21-06287

Plaintiff:

BUSINESS ADVISORS MD, LLC

vs.

Defendant:

NATURAL STATE LABORATORIES, LLC, et al

Received these papers on the 27th day of May, 2021 at 2:00 pm to be served on **NATURAL STATE GENOMICS, LLC** by delivering to **THE TEXAS SECRETARY OF STATE, 1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**.

I, Jeff Keyton, being duly sworn, depose and say that on the 27th day of May, 2021 at 3:23 pm, I:

delivered true duplicate copies of this Citation together with Plaintiff's Original Petition to the within named defendant, **NATURAL STATE GENOMICS, LLC** by delivering to **THE TEXAS SECRETARY OF STATE**, by and through its designated agent, **WEB JEROME**, at the address of: **1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**, having first endorsed upon both copies of such process the date of delivery and tendering the \$55 Statutory Fee.

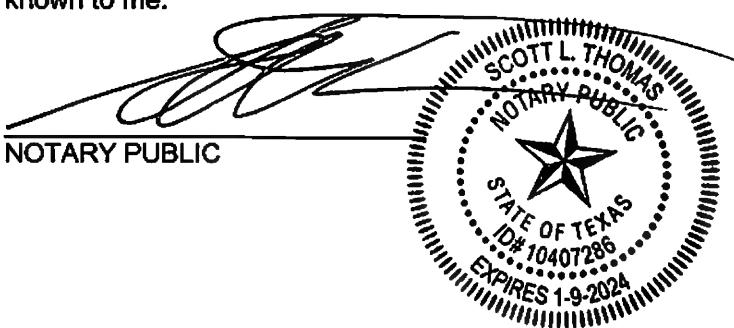
I certify that I am approved by the Judicial Branch Certification Commission, Misc. Docket No. 05-9122 under rule 103, 501, and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime of moral turpitude, and I am not interested in the outcome of the above-referenced cause.

Subscribed and Sworn to before me on the 27th day of May, 2021 by the affiant who is personally known to me.



Jeff Keyton
PSC-735; Exp 7/31/2022

Our Job Serial Number: THP-2021002605
Ref: 1460279



FORM NO. 3534 CITATION
THE STATE OF TEXAS

To: NATURAL STATE GENOMICS, LLC
BY SERVING THE SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
CITATIONS UNIT - P.O. BOX 12079
AUSTIN, TX, 78711

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 14th District Court at 600 Commerce Street, Dallas Texas. 75202.

Said PLAINTIFF being BUSINESS ADVISORS MD LLC

Filed in said Court on the 17th day of May, 2021 against

NATURAL STATE LABORATORIES LLC; NATURAL STATE GENOMICS LLC; STEPHEN HARRISON; JEFFREY WEEKS;
TIMOTHY MILLER; SHARON MILLER; JOSEPH MILLER; PROVENCE23 LLC; SB HOLDINGS LLC

For suit, said suit being numbered DC-21-06287 the nature of which demand is as follows:

Suit On CNTR CNSMR COM DEBT etc.

as shown on said petition a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 19th day of May, 2021

ATTEST: FELICIA PITRE Clerk of the District Courts of Dallas, County, Texas

By Courtney Rutledge, Deputy
COURTNEY RUTLEDGE



ESERVE (SOS)

CITATION

No.: DC-21-06287

BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

ISSUED
ON THIS THE 19TH DAY OF MAY,
2021

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By COURTNEY RUTLEDGE, Deputy

Attorney for : Plaintiff

JAMIE R WELTON

DUANE MORRIS LLP

100 CRESCENT COURT

SUITE 1200

DALLAS TX 75201

214-257-7213

jrwelton@duanemorris.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-21-06287

Court No: 14th District Court

Style: BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____. at _____ o'clock, by _____ delivering to the within named _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----
**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock ____M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____. at _____ o'clock ____M. by summoning the within named Corporation.

President - Vice President - Registered Agent - in person, of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness by my hand.

For Serving Citation \$ _____

Sheriff _____

For Mileage \$ _____

County of _____

For Notary \$ _____

State of _____

Total Fees \$ _____

By _____

(Must be verified if served outside the State of Texas)

State of _____

County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

AFFIDAVIT OF SERVICE

State of Texas

County of Dallas

14th Judicial District Court

Case Number: DC-21-06287

Plaintiff:

BUSINESS ADVISORS MD, LLC

vs.

Defendant:

NATURAL STATE LABORATORIES, LLC, et al

Received these papers on the 27th day of May, 2021 at 2:00 pm to be served on **NATURAL STATE LABORATORIES, LLC** by delivering to **THE TEXAS SECRETARY OF STATE, 1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**.

I, Jeff Keyton, being duly sworn, depose and say that on the 27th day of May, 2021 at 3:23 pm, I:

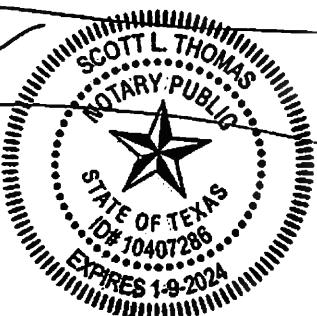
delivered true duplicate copies of this Citation together with Plaintiff's Original Petition to the within named defendant, **NATURAL STATE LABORATORIES, LLC** by delivering to **THE TEXAS SECRETARY OF STATE**, by and through its designated agent, **WEB JEROME**, at the address of: **1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**, having first endorsed upon both copies of such process the date of delivery and tendering the \$55 Statutory Fee.

I certify that I am approved by the Judicial Branch Certification Commission, Misc. Docket No. 05-9122 under rule 103, 501, and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime of moral turpitude, and I am not interested in the outcome of the above-referenced cause.

Subscribed and Sworn to before me on the 27th day of May, 2021 by the affiant who is personally known to me.


 Jeff Keyton
 PSC-735, Exp 7/31/2022


 NOTARY PUBLIC



Our Job Serial Number: THP-2021002603
 Ref: 1460273, 0277, 0279 & 0281



FORM NO. 3534 CITATION
THE STATE OF TEXAS

To: NATURAL STATE LABORATORIES LLC
BY SERVING THE SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
CITATIONS UNIT - P.O. BOX 12079
AUSTIN, TX, 78711

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 14th District Court at 600 Commerce Street, Dallas Texas, 75202.

Said PLAINTIFF being BUSINESS ADVISORS MD LLC

Filed in said Court on the 17th day of May, 2021 against

NATURAL STATE LABORATORIES LLC; NATURAL STATE GENOMICS LLC; STEPHEN HARRISON; JEFFREY WEEKS;
TIMOTHY MILLER; SHARON MILLER; JOSEPH MILLER; PROVENCE23 LLC; SB HOLDINGS LLC

For suit, said suit being numbered DC-21-06287 the nature of which demand is as follows:

Suit On CNTR CNSMR COM DEBT etc.

as shown on said petition a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 19th day of May, 2021

ATTEST: FELICIA PITRE Clerk of the District Courts of Dallas, County, Texas

By Courtney Rutledge, Deputy
COURTNEY RUTLEDGE



ESERVE (SOS)

CITATION

No.: DC-21-06287

BUSINESS ADVISORS MD LLC
vs.
NATURAL STATE LABORATORIES LLC, et al

ISSUED
ON THIS THE 19TH DAY OF MAY,
2021

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By COURTNEY RUTLEDGE, Deputy

Attorney for : Plaintiff
JAMIE R WELTON
DUANE MORRIS LLP
100 CRESCENT COURT
SUITE 1200
DALLAS TX 75201
214-257-7213
jrwelton@duanemorris.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-21-06287
Court No: 14th District Court

Style: BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ delivering to the within named _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----
**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock ____M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock ____M. by summoning the within named Corporation.

President - Vice President - Registered Agent - in person, of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness by my hand.

For Serving Citation \$ _____ Sheriff _____
For Mileage \$ _____ County of _____
For Notary \$ _____ State of _____
Total Fees \$ _____ By _____

(Must be verified if served outside the State of Texas)

State of _____
County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

AFFIDAVIT OF SERVICE

State of Texas

County of Dallas

14th Judicial District Court

Case Number: DC-21-06287

Plaintiff:

BUSINESS ADVISORS MD, LLC

vs.

Defendant:

NATURAL STATE LABORATORIES, LLC, et al

Received these papers on the 27th day of May, 2021 at 2:00 pm to be served on PROVENCE23, LLC by delivering to THE TEXAS SECRETARY OF STATE, 1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701.

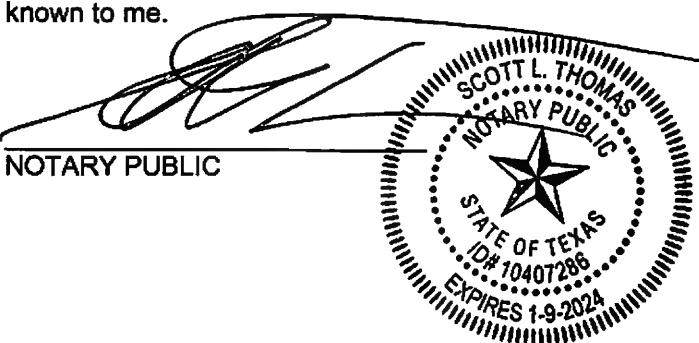
I, Jeff Keyton, being duly sworn, depose and say that on the 27th day of May, 2021 at 3:23 pm, I:

delivered true duplicate copies of this Citation together with Plaintiff's Original Petition to the within named defendant, PROVENCE23, LLC by delivering to THE TEXAS SECRETARY OF STATE, by and through its designated agent, WEB JEROME, at the address of: 1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701, having first endorsed upon both copies of such process the date of delivery and tendering the \$55 Statutory Fee.

I certify that I am approved by the Judicial Branch Certification Commission, Misc. Docket No. 05-9122 under rule 103, 501, and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime of moral turpitude, and I am not interested in the outcome of the above-referenced cause.

Subscribed and Sworn to before me on the 27th day of May, 2021 by the affiant who is personally known to me.



 Jeff Keyton
 PSC-735; Exp 7/31/2022


Our Job Serial Number: THP-2021002606
 Ref: 1460281



FORM NO. 3534 CITATION
THE STATE OF TEXAS

To: PROVENCE23, LLC
BY SERVING THE SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
CITATIONS UNIT - P.O. BOX 12079
AUSTIN, TX, 78711

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

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Said PLAINTIFF being BUSINESS ADVISORS MD LLC

Filed in said Court on the 17th day of May, 2021 against

NATURAL STATE LABORATORIES LLC; NATURAL STATE GENOMICS LLC; STEPHEN HARRISON; JEFFREY WEEKS;
TIMOTHY MILLER; SHARON MILLER; JOSEPH MILLER; PROVENCE23 LLC; SB HOLDINGS LLC

For suit, said suit being numbered DC-21-06287 the nature of which demand is as follows:

Suit On CNTR CNSMR COM DEBT etc.

as shown on said petition a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 19th day of May, 2021

ATTEST: FELICIA PITRE Clerk of the District Courts of Dallas, County, Texas

By Courtney Rutledge, Deputy
COURTNEY RUTLEDGE



ESERVE (SOS)

CITATION

No.: DC-21-06287

BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

ISSUED
ON THIS THE 19TH DAY OF MAY,
2021

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By COURTNEY RUTLEDGE, Deputy

Attorney for : Plaintiff
JAMIE R WELTON
DUANE MORRIS LLP
100 CRESCENT COURT
SUITE 1200
DALLAS TX 75201
214-257-7213
jrwelton@duanemorris.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-21-06287
Court No: 14th District Court

Style: BUSINESS ADVISORS MD LLC
vs.
NATURAL STATE LABORATORIES LLC, et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ delivering to the within named _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----
**OFFICER'S RETURN
FOR CORPORATIONS**

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President - Vice President - Registered Agent - in person, of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

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The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness by my hand.

For Serving Citation \$ _____ Sheriff _____
For Mileage \$ _____ County of _____
For Notary \$ _____ State of _____
Total Fees \$ _____ By _____

(Must be verified if served outside the State of Texas)

State of _____
County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

AFFIDAVIT OF SERVICE**State of Texas****County of Dallas****14th Judicial District Court**

Case Number: DC-21-06287

Plaintiff:**BUSINESS ADVISORS MD, LLC**

vs.

Defendant:**NATURAL STATE LABORATORIES, LLC, et al**

Received these papers on the 27th day of May, 2021 at 2:00 pm to be served on **SB HOLDINGS, LLC** by delivering to **THE TEXAS SECRETARY OF STATE, 1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**.

I, Jeff Keyton, being duly sworn, depose and say that on the 27th day of May, 2021 at 3:23 pm, I:

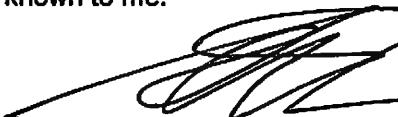
delivered true duplicate copies of this Citation together with Plaintiff's Original Petition to the within named defendant, **SB HOLDINGS, LLC** by delivering to **THE TEXAS SECRETARY OF STATE**, by and through its designated agent, **WEB JEROME**, at the address of: **1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**, having first endorsed upon both copies of such process the date of delivery and tendering the \$55 Statutory Fee.

I certify that I am approved by the Judicial Branch Certification Commission, Misc. Docket No. 05-9122 under rule 103, 501, and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime of moral turpitude, and I am not interested in the outcome of the above-referenced cause.

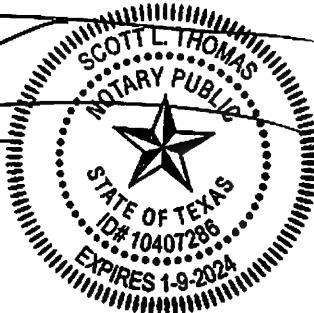
Subscribed and Sworn to before me on the 27th day of May, 2021 by the affiant who is personally known to me.



Jeff Keyton
PSC-735; Exp 7/31/2022



NOTARY PUBLIC



Our Job Serial Number: THP-2021002604
Ref: 1460277



FORM NO. 3534 CITATION
THE STATE OF TEXAS

To: SB HOLDINGS, LLC
BY SERVING THE SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
CITATIONS UNIT - P.O. BOX 12079
AUSTIN, TX, 78711

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 14th District Court at 600 Commerce Street, Dallas Texas, 75202.

Said PLAINTIFF being BUSINESS ADVISORS MD LLC

Filed in said Court on the 17th day of May, 2021 against

NATURAL STATE LABORATORIES LLC; NATURAL STATE GENOMICS LLC; STEPHEN HARRISON; JEFFREY WEEKS;
TIMOTHY MILLER; SHARON MILLER; JOSEPH MILLER; PROVENCE23 LLC; SB HOLDINGS LLC

For suit, said suit being numbered DC-21-06287 the nature of which demand is as follows:

Suit On CNTR CNSMR COM DEBT etc.

as shown on said petition a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 19th day of May, 2021

ATTEST: FELICIA PITRE Clerk of the District Courts of Dallas, County, Texas

By Courtney Rutledge, Deputy
COURTNEY RUTLEDGE



ESERVE (SOS)

CITATION

No.: DC-21-06287

BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

ISSUED
ON THIS THE 19TH DAY OF MAY,
2021

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By COURTNEY RUTLEDGE, Deputy

Attorney for : Plaintiff

JAMIE R WELTON

DUANE MORRIS LLP

100 CRESCENT COURT

SUITE 1200

DALLAS TX 75201

214-257-7213

jrwelton@duanemorris.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-21-06287
Court No: 14th District Court

Style: BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES L.L.C. et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ delivering to the within named _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----
**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock _____ M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock _____ M. by summoning the within named Corporation.

President - Vice President - Registered Agent - in person. of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness by my hand.

For Serving Citation \$ _____
For Mileage \$ _____
For Notary \$ _____
Total Fees \$ _____

Sheriff _____
County of _____
State of _____
By _____

(Must be verified if served outside the State of Texas)

State of _____
County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

CAUSE NO. DC-21-06287

BUSINESS ADVISORS MD, LLC.

IN THE DISTRICT COURT

Plaintiff(s),

14TH JUDICIAL DISTRICT

**NATURAL STATE LABORATORIES,
LLC; NATURAL STATE GENOMICS,
LLC, ET AL..**

Defendant(s),

DALLAS COUNTY, TEXAS

RETURN OF SERVICE

Came to my hand on Wednesday, May 26, 2021 at 3:15 PM,
Executed at: **1400 KIRK ROAD, LITTLE ROCK, AR 72223**
within the county of **PULASKI** at **10:31 AM**, on **Monday, June 7, 2021**,
by individually and personally delivering to the within named:

JEFFREY WEEKS

a true copy of this

CITATION and PLAINTIFF'S ORIGINAL PETITION

having first endorsed thereon the date of the delivery.

BEFORE ME, the undersigned authority, on this day personally appeared **TIM SIBERT** who after being duly sworn on oath states: "My name is **TIM SIBERT**. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Arkansas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude."

By:

TIM SIBERT - PROCESS SERVER
served@specialdelivery.com

Subscribed and Sworn to by TIM SIBERT, Before Me, the undersigned authority, on this
day of June, 2021.



Notary Public in and for the State of Arkansas

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To: JEFFREY WEEKS
1535 DECLARATION COVE,
CONWAY, AR 72034

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **14th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **BUSINESS ADVISORS MD LLC**

Filed in said Court **17th day of May, 2021** against

NATURAL STATE LABORATORIES LLC, et al

For Suit, said suit being numbered **DC-21-06287**, the nature of which demand is as follows:

Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 19th day of May, 2021.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By Courtney Rutledge, Deputy
COURTNEY RUTLEDGE



ESERVE

CITATION

DC-21-06287

BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

ISSUED THIS
19th day of May, 2021

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: COURTNEY RUTLEDGE, Deputy

Attorney for Plaintiff
JAMIE R WELTON
DUANE MORRIS LLP
100 CRESCENT COURT
SUITE 1200
DALLAS TX 75201
214-257-7213
jrwelton@duanemorris.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-21-06287

Court No.14th District Court

Style: BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____.M. Executed at _____,
within the County of _____ at _____ o'clock _____.M. on the _____ day of _____,
20_____, by delivering to the within named _____

each in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ _____

For mileage \$ _____ of _____ County, _____

For Notary \$ _____ By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20_____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

**RETURN / AFFIDAVIT
PROOF / ATTACHED**

CAUSE NO. DC-21-06287

BUSINESS ADVISORS MD, LLC,

IN THE DISTRICT COURT

PLAINTIFF

v.

DALLAS COUNTY, TEXAS

NATURAL STATE LABORATORIES,
 LLC, NATURAL STATE GENOMICS,
 LLC, STEPHEN HARRISON,
 JEFFREY WEEKS, TIMOTHY
 MILLER, SHARON MILLER, JOSEPH
 MILLER, PROVENCE23, LLC, AND
 SB HOLDINGS, LLC,

DEFENDANTS.

§ 14th DISTRICT COURT**DEFENDANTS' ORIGINAL ANSWER****TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Defendants, Natural State Laboratories, LLC (also referred to herein as “NSL”), Natural State Genomics, LLC (also referred to herein as “NSG”), Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23, LLC, and SB Holdings, LLC (all of the Defendants are collectively referred to herein as “Defendants”) and file this their Original Answer to Plaintiff’s Original Petition, and in support thereof, shows the Court the following:

I. DISCOVERY CONTROL PLAN LEVEL

1. Defendants do not object to Plaintiff’s designation that this case should be conducted as a Level 2 Discovery Control Plan case pursuant to Rule 190.3 of the TEXAS RULES OF CIVIL PROCEDURE.

II. GENERAL DENIAL

2. Defendants deny each and every allegation contained in Plaintiff's Original Petition and demand that the Plaintiff prove its allegations by a preponderance of the evidence as provided in Rule 92 of the TEXAS RULES OF CIVIL PROCEDURE.

III. SPECIFIC DENIALS

3. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Timothy Miller, specifically denies that he is liable in the capacity in which he is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. (*See attached verification regarding the same*).

4. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Sharon Miller, specifically denies that she is liable in the capacity in which she is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. (*See attached verification regarding the same*).

5. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Joseph Miller, specifically denies that he is liable in the capacity in which he is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. (*See attached verification regarding the same*).

6. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Provence23, LLC, specifically denies that it is liable in the capacity in which it is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSL and the contract between the Plaintiff and Defendant NSL both of which are alleged in Plaintiff's action. (*See attached verification regarding the same*).
7. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, SB Holdings, LLC, specifically denies that it is liable in the capacity in which it is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSG as alleged in Plaintiff's action. (*See attached verification regarding the same*).
8. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Stephen Harrison, specifically denies that he is liable in the capacity in which he is sued as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. (*See attached verification regarding the same*).
9. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Jeffrey Weeks, specifically denies that he is liable in the capacity in which he is sued as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. (*See attached verification regarding the same*).

PRAYER

Wherefore, premises considered, Defendants pray that Plaintiff, be denied the relief which it has requested and that Defendants have and recover judgment against the Plaintiff and be granted such equitable and other relief to which it may show itself to be entitled.

Respectfully submitted,

/s/ Thomas S. Brandon, Jr.
Thomas S. Brandon, Jr.
State Bar No. 02881400
tbrandon@whitakerchalk.com

John Allen Chalk
State Bar No. 04059400
jchalk@whitakerchalk.com

WHITAKER CHALK SWINDE & SCHWARTZ PLLC
301 Commerce Street, Suite 3500
Fort Worth, Texas 76102-4186
Telephone: 817-878-0500
Facsimile: 817-878-0501

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served on all counsel of record, via e-filing and via email, as provided in the TEX.R.CIV.PROC., on this 17th day of June, 2021, namely: Jamie Welton, jrwelton@duanemorris.com, and Lucas Wohlford, lcwohlford@duanemorris.com of DUANE MORRIS, LLP, 100 Crescent Dr., Suite 1200, Dallas, TX 75201.

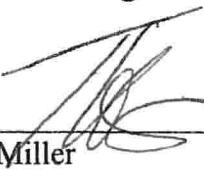
/s/ Thomas S. Brandon, Jr.
Thomas S. Brandon, Jr.

VERIFICATION

I, TIMOTHY MILLER, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

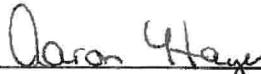
The special denial in paragraph III(3) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSL.



Timothy Miller

STATE OF ARKANSAS §
 §
COUNTY OF Pulaski §

Signed and sworn to by Timothy Miller, known by me on this the 15th day of June, 2021 at Little Rock, Arkansas.



Aaron Hayes
Notary Public in and for the State of Arkansas

My commission expires:

10-24-22



VERIFICATION

I, SHARON MILLER, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

The special denial in paragraph III(4) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSL.

Sharon Miller
Sharon Miller

STATE OF ARKANSAS §
CITY OF Pulaski §

Signed and sworn to by Sharon Miller, known by me on this the 16th day of June, 2021 at Little Rock, Arkansas.

Marenia Hernandez
Notary Public in and for the State of Arkansas

My commission expires:

3-20-2028

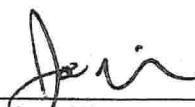


VERIFICATION

I, JOSEPH MILLER, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

The special denial in paragraph III(5) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSL.

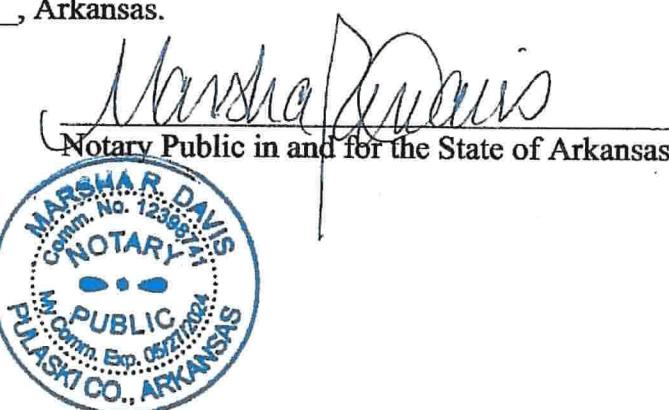


Joseph Miller

STATE OF ARKANSAS §
COURT OF Pulaski §

§

Signed and sworn to by Joseph Miller, known by me on this the 15th day of June,
2021 at Little Rock, Arkansas.



My commission expires:

May 27, 2024

VERIFICATION

PROVENCE23, LLC, is named as a Defendant in the above-entitled action, and I am authorized as the officer of the said Defendant to make this verification on its behalf.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

The special denial in paragraph III(6) of the said Answer is true and correct based upon my own knowledge and understanding that neither PROVENCE 23, LLC nor anyone on behalf of the Defendant signed or executed any guarantee for any debts which may be owed by NSL.

PROVENCE23, LLC

Seaborn Bell

By: Seaborn Bell

Its: Manager of Whirlwind Investments, LLC,
Sole member of Provence 23, LLC
Manager

STATE OF ARKANSAS §
COUNTY OF Pulaski §

Signed and sworn to by Seaborn Bell, known by me on this the 15th day of June, 2021 at LITTLE ROCK, Arkansas.

Jeri Stebbins
Notary Public in and for the State of Arkansas



VERIFICATION

SB HOLDINGS, LLC, is named as a Defendant in the above-entitled action, and I am authorized as the officer of the said Defendant to make this verification on its behalf.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

The special denial in paragraph III(7) of the said Answer is true and correct based upon my own knowledge and understanding that neither SB HOLDINGS, LLC nor anyone on behalf of the Defendant signed or executed any guarantee for any debts which may be owed by NSG.

SB HOLDINGS, LLC

Seaborn Bell
By: Seaborn Bell
Its: Manager

STATE OF ARKANSAS §
COURT OF Pulaski §
§

Signed and sworn to by Seaborn Bell, known by me on this the 16th day of June, 2021 at Little Rock, Arkansas.

Jerry Stebbins
Notary Public in and for the State of Arkansas

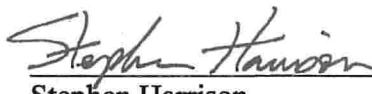


VERIFICATION

I, STEPHEN HARRISON, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

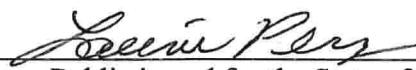
The special denial in paragraph III(8) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSG.



Stephen Harrison

STATE OF ARKANSAS §
§
COUNTY OF Pulaski §

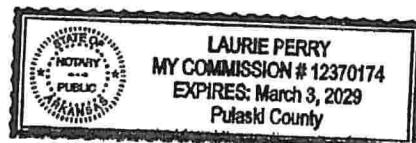
Signed and sworn to by Stephen Harrison, known by me on this the 15th day of June, 2021 at Little Rock, AR, Arkansas.



Notary Public in and for the State of Arkansas

My commission expires:

03-03-2029



VERIFICATION

I, JEFFREY WEEKS, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

The special denial in paragraph III(9) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSL.

Jeffrey Weeks

STATE OF ARKANSAS
COUNTY OF *Pulaski*

Signed and sworn to by Jeffrey Weeks, known by me on this the 17th day of June, 2021 at 11:50 am, Arkansas.

Shelia Murberg
Notary Public in and for the State of Arkansas

My commission expires:

11-20-2025

SHELIA MURBERGER
HOT SPRING COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires November 20, 2025
Commission No. 12695916

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Thomas Brandon on behalf of Thomas Brandon
Bar No. 02881400
tbrandon@whitakerchalk.com
Envelope ID: 54520066
Status as of 6/18/2021 12:02 PM CST

Associated Case Party: NATURAL STATE LABORATORIES LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Thomas S.Brandon, Jr.		tbrandon@whitakerchalk.com	6/17/2021 1:00:22 PM	SENT
John AllenChalk		jchalk@whitakerchalk.com	6/17/2021 1:00:22 PM	SENT
Kimberly J.Krueger		kkrueger@whitakerchalk.com	6/17/2021 1:00:22 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
JAMIE WELTON		jrwekton@duanemorris.com	6/17/2021 1:00:22 PM	ERROR

CERTIFICATE OF INTERESTED PERSONS

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

Business Advisors MD, LLC

Plaintiff

v.

3:21-cv-1451

Civil Action No.

Natural State Laboratories, LLC, et.al.

Defendant

CERTIFICATE OF INTERESTED PERSONS

(This form also satisfies Fed. R. Civ. P. 7.1)

Pursuant to Fed. R. Civ. P. 7.1 and LR 3.1(c), LR 3.2(e), LR 7.4, LR 81.1(a)(4)(D), and LR 81.2, Defendants, Natural State Laboratories, LLC, Natural State Genomics, LLC, Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23, LLC, and SB Holdings, LLC

provides the following information:

For a nongovernmental corporate party, the name(s) of its parent corporation and any publicly held corporation that owns 10% or more of its stock (if none, state "None"):

***Please separate names with a comma. Only text visible within box will print.**

None.

A complete list of all persons, associations of persons, firms, partnerships, corporations, guarantors, insurers, affiliates, parent or subsidiary corporations, or other legal entities that are financially interested in the outcome of the case:

***Please separate names with a comma. Only text visible within box will print.**

Defendants, Natural State Laboratories, LLC, Natural State Genomics, LLC, Stephen Harrison, Jeffrey Weeks, Provence23, LLC, SB Holdings, LLC, Timothy Miller, Sharon Miller, and Joseph Miller, as well as non-defendant, Whisenhut Investments, LLC which is the sole member of Provence23, LLC

Date: June 18, 2021
Signature: Thomas S. Brandon
Print Name: Thomas S. Brandon, Jr.
Bar Number: 02881400
Address: 301 Commerce St., Ste. 3500
City, State, Zip: Fort Worth, Texas 76102
Telephone: 817-878-0532
Fax: 817-878-0500
E-Mail: tbrandon@whitakerchalk.com